

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

IN RE: ROBERT A. JACKSON )  
    Debtor(s)                  ) CHAPTER 13  
  )  
SANTANDER CONSUMER USA INC.   ) CASE NO. 17-16497 (ELF)  
    Moving Party                )  
  ) HEARING DATE: 8-21-18 at 9:30 AM  
v.                                    )  
  )  
ROBERT A. JACKSON             ) 11 U.S.C. 362  
    Respondent(s)                )  
  )  
WILLIAM C. MILLER             )  
    Trustee                        )  
  )  
  )

**STIPULATION OF SETTLEMENT OF MOTION OF SANTANDER CONSUMER USA  
INC. FOR RELIEF FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for Santander Consumer USA Inc. (“Santander”), and the Debtor having opposed such Motion through his counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Santander is the holder of a first purchase money security interest in a 2012 Toyota Highlander bearing vehicle identification number 5TDBK3EH6CS152093.
2. That the parties stipulate that the Debtor’s account with Santander has arrears through August 2018 in the amount of \$3,740.66; that with the addition of counsel fees and costs for the instant motion in the amount of \$431.00, the total amount to be cured is \$4,171.66.
3. That the Debtor is to cure the arrearage set forth in paragraph two (2) above by making his regular monthly payment of \$534.38 plus an additional \$695.28 (total payment of \$1,229.66) per month for the months of September 2018 through February 2019 directly to Santander.

4. That commencing September 2018, if the Debtor fails to make any payment to Santander within thirty (30) days after it falls due, Santander may send, via facsimile and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
5. That the Debtor must maintain insurance on the vehicle. The vehicle must have full comprehensive and collision coverage with deductibles not exceeding \$500.00 each. Santander Consumer USA Inc. must be listed as loss payee. If the Debtor fails to maintain valid insurance, or fails to provide proof of same upon request, Santander may send, via facsimile and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek  
Brad J. Sadek, Esquire  
Attorney for the Debtor

/s/ William E. Craig  
William E. Craig, Esquire  
Attorney for Santander Consumer USA Inc.